

LOCAL MARKETING AGREEMENT AMENDMENT

R-1
5/16

This LOCAL MARKETING AGREEMENT is made and entered into as of the 5/16 day of June, 2019, by and between CONSOLIDATED MEDIA, LLC., a Tennessee limited liability company ("Programmer"), and SYCAMOE VALLEY BROADCASTING, INC., a Tennessee corporation ("Licensee"). Each of Licensee and Programmer shall be referred to herein as a "Party," and collectively as, the "Parties".

WHEREAS, Licensee owns and operates AM Broadcast Station WVWK (AM) (formerly WJNA AM) Facility ID # 12495, (the "Station"), and an FM Translator station and used in conjunction with the AM station, W288DQ (ID# 201671), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee wishes to retain Programmer to provide programming for the Stations that is in conformity with the Stations' policies and procedures and the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC promulgated thereunder ("Communications Laws");

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. LEASE OF STATIONS AIR TIME

1.1 Representations. Licensee and Programmer each represents that it is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof by it shall not constitute a breach or violation of any material agreement, contract or other obligation to which such Party is subject or by which it is bound.

1.2 Term. Programmer's programming rights and obligations hereunder shall begin on July 1, 2019 (the "Effective Date"). Unless earlier terminated pursuant to Section 6, the term of this Agreement (the "Term") shall continue in force until the earlier of the Closing Date as defined in the Asset Purchase Agreement between Programmer and Licensee relative to the assets and authorizations of the Stations (a copy of which is incorporated by reference herein).

1.3 Purchase of Air Time and Broadcast of the Programming. During the Term, Licensee agrees to make the broadcasting transmission facilities of the Stations available to the Programmer and to broadcast on the Stations, or cause to be broadcast, the Programmer's programs for up to 24 hours a day, seven days a week, except for the broadcast of Licensee's public service programming as provided in this Agreement. Programmer shall deliver such programming, at its expense, to the Stations' transmitter facilities or other authorized remote control points as reasonably designated by Licensee. Subject to Licensee's reasonable approval, as set forth in this

Agreement, Programmer shall provide programming of Programmer's selection complete with commercial matter, news, public service announcements and other suitable programming to Licensee. Notwithstanding the foregoing, Licensee may designate such time as it may require for the broadcast of programming necessary for the Stations to broadcast a reasonable amount of programming responsive to the needs, issues and problems of the community served by the Stations as required by the FCC, or as otherwise determined by Licensee to be in the public interest. All program time not reserved by or designated for Licensee shall be available for use by Programmer and no other party.

1.4 Consideration. The terms, conditions and schedule of payment ("Fee") to Licensee for the broadcasting of Programmer's programming during the term of this Agreement shall be as set forth in Schedule A hereto.

1.5 Licensee's Operation of Stations. In accordance with the Communications Laws, Licensee will have full authority, power and control over the finances, personnel, management, programming and operations of the Stations during the Term. Any programming proposed to be broadcast over the Stations shall be subject to the complete and unrestricted veto of Licensee.

1.6 Programmer Responsibility. During the Term, Programmer shall be responsible for, and shall pay in a timely fashion, all of its expenses incurred in programming the Stations and otherwise carrying out its obligations under this Agreement, including, without limitation, salaries and benefits of its employees, telephone calls associated with program production and listener responses, taxes, insurance, contractual obligations, and programming expenses. Programmer shall be solely responsible for any expenses incurred in the origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Programmer. Programmer shall also be responsible for ASCAP, SESAC and BMI music license fees in excess of the fees currently paid by Licensee, but only to the extent such excess amount is due to the programming provided by or on behalf of Programmer.

1.7 Contracts. Programmer shall have no right to enter into any contracts, leases or agreements with respect to the Stations that are binding on Licensee. Neither Programmer nor Licensee will enter into any third-party contracts, leases or agreements that would conflict with this Agreement or result in a material breach of this Agreement.

1.8 Licensee's Expenses. Licensee shall be responsible for all monthly operating expenses of the Stations ("Monthly Operating Expenses") during the Term of this Agreement, other than those expenses directly relating to Programmer's programming and Programmer's other obligations hereunder, including, without limitation, those expenses set forth in Section 1.6 above. Monthly Operating Expenses shall include, the Stations' utilities, telephone, tower and studio lease payments, FCC and other governmental fees and expenses, taxes, insurance, and all other costs and expenses associated with the maintenance and operation of the Stations and the Stations premises (other than with respect to damages caused by Programmer), any music license fees paid by Licensee to ASCAP, BMI and SESAC, and Licensee's employee costs and expenses. In addition the licensee shall be responsible for the payment of the two employees that

will be the licensee's representatives at the station as in Section 2.2 hereof.

1.9 Licensee's Contracts. During the Term, Programmer shall not assume any of Licensee's rights, obligations and commitments under any of Licensee's contracts, agreements or commitments ("Licensee Contracts"). Licensee shall be liable for all costs and expenses, and shall be entitled to all revenues and benefits, arising under all Licensee Contracts.

1.10 Accounts Receivable. All accounts receivable of Licensee and the Stations relating to Licensee's Contracts, programming or other actions of Licensee prior to the Effective Date shall remain the sole property of Licensee and shall be collected by Licensee. Any amounts received by Programmer with respect to such receivables shall be promptly remitted to Licensee.

SECTION 2. STATIONS OBLIGATIONS TO ITS COMMUNITY OF LICENSE

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of listeners in the Stations' community of license, Baird, and Winter, Tennessee, and surrounding service area. Nothing in this Agreement shall abrogate the unrestricted authority of Licensee to discharge its obligations to the public and to comply with the Communications Laws.

2.2 Additional Licensee Obligations. Although the Parties shall cooperate in the broadcast of emergency information over the Stations, Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Licensee, is of greater local or national public importance. Licensee shall also coordinate with Programmer the Stations' hourly Stations identifications, Emergency Alert System announcements and any other announcements required to be aired by FCC rules. The Stations shall continue to staff a main studio, as that term is defined by the FCC, with the licensee paid chief operator and the business manager, and shall maintain its local public inspection file and shall prepare and place in such file or files all material required by the Communications Laws. Programmer shall, upon request by Licensee, provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such information.

SECTION 3. STATIONS PROGRAMMING POLICIES

3.1 Broadcast Stations Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Stations Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment I hereto and which may be amended in a reasonable manner from time to time by Licensee upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, all Communications Laws, and all changes subsequently made by Licensee or the FCC. Programmer shall furnish or cause to be furnished the personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement. All advertising spots and promotional

material or announcements shall comply with applicable federal, state and local regulations and policies. If Licensee determines that a program supplied by Programmer is for any reason, within Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement or the Communications Laws, it may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel such program without liability to Licensee. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such program.

3.2 Licensee Control of Programming. Programmer recognizes that Licensee has full authority to control the operation of the Stations. The Parties agree that Licensee's authority includes the right to reject or refuse such portions of the Programmer's programming which Licensee believes to be unsatisfactory, unsuitable or contrary to the public interest.

3.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Stations, and that Programmer shall not broadcast any material in violation of the Copyright Act. All music supplied by Programmer shall be: (i) licensed by ASCAP, SESAC or BMI; (ii) in the public domain; or (iii) cleared at the source by Programmer.

3.4 Sales. All revenues from the provision of advertising time or program time within the programming Programmer provides to Licensee and all promotion-related revenues for the Stations during the Term shall be for the benefit of Programmer. Programmer shall be responsible for payment of the commissions due to any sales representative engaged for the purpose of selling advertising that is carried in connection with the programming during the Term.

3.5 Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies or other - merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the Communications Laws

3.6 Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that the Stations serve the needs and interests of listeners in their communities of service and agree to cooperate to provide such service. Programmer, in cooperation with Licensee, will endeavor to ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast in compliance with applicable FCC requirements. Licensee may request, and Programmer shall provide, information concerning each program intended to be responsive to community issues so as to assist Licensee in the satisfaction of its public service programming obligations. Programmer shall provide Licensee upon request such other information necessary to enable Licensee to prepare records and reports required by the FCC or other local, state or federal government entities.

SECTION 4. INDEMNIFICATION

4.1 Programmer's Indemnification. Programmer shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (i) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, and (ii) any action by Programmer or its employees and agents with respect to the Stations or Licensee's employees, or any failure by Programmer or its employees and agents to take any action with respect to the Stations, including Damages relating to violations of the Communications Laws, slander, libel, copyright infringement, defamation, indecency, violation of rights of privacy or other claims relating to programming provided by Programmer or Programmer's broadcast and sale of advertising time on the Stations. Without limitation upon the foregoing, should Programmer or any of its agents or employees cause any damages to Licensee's facilities, Programmer shall promptly pay or reimburse Licensee for such damages.

4.2 Licensee Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (i) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, and (ii) any action taken by any Licensee or its employees and agents with respect to the Stations, or any failure by Licensee or its employees and agents to take any action with respect to the Stations, including Damages relating to violations of the Act or any rule, regulation or policy of the FCC, other than Damages relating to Programmer's programming or advertising.

4.3 Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 4 unless such claim for indemnification is asserted in writing delivered to the Party from whom indemnity is sought. The Parties' indemnification obligations under this Section 4 shall survive a termination of this Agreement until the expiration of all applicable statutes of limitations.

SECTION 5. ACCESS TO PROGRAMMER AND PROGRAMMER'S MATERIALS AND CORRESPONDENCE

5.1 Confidential Review. Prior to the commencement of any programming by Programmer under this Agreement, Programmer shall acquaint Licensee with the nature and type of the programming to be provided. Licensee shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in), and copies of all program logs and promotional materials.

5.2 Political Advertising. Programmer shall cooperate with Licensee to assist Licensee in complying with all rules of the FCC regarding political broadcasting. Licensee shall promptly supply to Programmer, and Programmer shall promptly supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be

necessary to comply with FCC rules and policies, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of federal law. In the event that Programmer fails to satisfy the political broadcasting requirements under the Communications Laws and such failure inhibits any Licensee in its compliance with the political broadcasting requirements of the FCC, then to the extent reasonably necessary to assure such compliance, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Licensee at no cost to Licensee.

SECTION 6. TERMINATION

6.1 Mutual Termination Rights. In addition to other remedies available hereunder or at law or equity, the Term may be terminated by Licensee or Programmer as set forth below, upon the occurrence of any of the following:

(a) subject to the provisions of Section 7.8, by either Licensee or Programmer, if this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) by Licensee, as long as no Licensee is in material breach of any of its obligations hereunder or under the Purchase Agreement, if Programmer is in material breach of its obligations hereunder or under the Purchase Agreement and has failed to cure such breach within fifteen (15) days after receipt of written notice of such breach from Licensee;

(c) by Programmer, as long as Programmer is not in material breach of any of its obligations hereunder or under the Purchase Agreement, if Licensee is in material breach of its obligations hereunder or under the Purchase Agreement and has failed to cure such breach within fifteen (15) days after receipt of written notice of such breach from Programmer; or

(d) subject to the provisions of Section 7.8, by either Licensee or Programmer, if there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this Agreement cannot be reformed, in a manner reasonably acceptable to Programmer and Licensee, to remove and/or eliminate the violation;

In addition, the Term will terminate automatically, without action by any Party, upon the termination of the Purchase Agreement or the consummation of the Closing.

6.2 Certain Matters Upon Termination.

(a) Upon any termination or expiration of the Term (the date of such termination being the "Termination Date"), Licensee shall have no further obligation to provide to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensee under Section 1.4 of this Agreement except with respect to obligations which accrued prior to the Termination Date and as set forth below.

(b) If the Term terminates other than as a result of the Closing under the Purchase Agreement, Programmer shall provide to Licensee a list of all accounts receivable arising from Programmer's operation of the Stations after the Effective Date, which, at Licensee's option, may be collected by Licensee. Licensee shall be entitled to offset any amounts owed to Licensee by Programmer under this Agreement against such accounts receivable of Programmer collected by Licensee. Programmer shall compensate Licensee for the value of the air time, if any, used to discharge Programmer's prepaid advertising contracts at the rate specified in those contracts; provided that Licensee shall be under no obligation to discharge such advertising contracts.

(c) Notwithstanding anything in this Section to the contrary, no expiration or termination of the Term or of the Purchase Agreement shall terminate the obligation of each Party to indemnify others for claims under Section 4 hereof or limit or impair any Party's rights to receive payments which have accrued hereunder on or before the date of such termination.

6.3 Remedies.

(a) In the event of a material breach of this Agreement by Programmer that has not been cured in accordance with Section 6.1(b), Licensee shall, in addition to all other remedies available at law or in equity, be entitled to seek specific performance of this Agreement. In the event Licensee elect to seek specific performance of this Agreement and are awarded specific performance, Programmer shall also be obligated to pay Licensee's reasonable fees and expenses, including attorney's fees, incurred in enforcing this Agreement. In any such action, time shall be deemed of the essence.

(b) In the event of a material breach of this Agreement by Licensee that has not been cured in accordance with Section 6.1(c), Programmer shall, in addition to all other remedies available at law or in equity, be entitled to seek specific performance of this Agreement. In the event Programmer elects to seek specific performance of this Agreement and is awarded specific performance, Licensee shall also be obligated to pay Programmer's reasonable fees and expenses, including attorney's fees, incurred in enforcing this Agreement. In any such action, time shall be deemed of the essence.

6.4 Cooperation Upon Termination. If the Term is terminated or expires, for whatever reason other than the Closing, the Parties agree to reasonably cooperate with one

another to restore the status quo prior to the Effective Date. Upon such a termination or expiration, Licensee shall have the right, in its sole discretion, upon notice to Programmer, to assume, to the extent permitted, any or all advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such programming that which otherwise would have been paid to Programmer thereunder. Any amounts received by Programmer for such advertising and airtime furnished by Licensee after the Termination Date shall be promptly remitted to Licensee. Programmer shall be responsible for all debts and other obligations of Programmer to third parties based upon the purchase of air time and use of Licensee's transmission facilities, including accounts payable, barter and unaired programming and advertisements.

SECTION 7. MISCELLANEOUS

7.1 Assignment. No Party may assign or subcontract this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

7.3 Entire Agreement. This Agreement, the Schedules and the Attachment hereto, together with the Purchase Agreement, embody the entire agreement and understanding of the Parties relating to the operation of the Stations. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the Parties.

7.4 Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such Party's respective personal property for the periods that such items are owned by such Party.

7.5 Interpretation. The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and define, limit or describe neither the scope of this Agreement nor the intent of any Section.

7.6 Governing Law; Venue The obligations of Licensee and Programmer are subject to applicable federal, state and local law, rules and regulations, including, but not limited to, the Communications Laws. The construction and performance of the Agreement will be governed by the laws of the State of Tennessee without regard to its provisions governing conflicts of laws. No claim, demand, action, proceeding, motion or litigation arising herefrom shall be commenced or prosecuted in any jurisdiction other than the State of Tennessee, and each party hereby irrevocably consents to the jurisdiction of the state and federal courts of Cheatham County, Tennessee.

7.7 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and sent by telecopy (with receipt confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, and shall be deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt. Any such notice, demand or request shall be addressed as follows:

If to Licensee, to:

Richard Albright, President
Sycamore Valley Broadcasting, Inc.
Box 619
Ashland City, TN 37015

If to Programmer, to:

Bryan Fowler, Member
Consolidated Media, LLC.
925 Martin Street
Clarksville, TN 37040

The Parties may subsequently agree to provide notice to any other or additional persons and addresses as they may from time to time designate in a writing delivered in accordance with this Section.

7.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

7.9 Force Majeure. Any failure or impairment of the Stations' facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, or for power reductions necessitated for maintenance of the Stations shall not constitute a breach of this Agreement and Licensee will not be liable to Programmer for reimbursement or reduction of the consideration owed to Licensee. During the Term, Licensee shall use reasonable efforts to schedule maintenance and repairs to the Stations' broadcast facilities between the hours of midnight and 6:00 a.m., local time.

7.10 Certifications.

(a) Licensee hereby certifies that it has and shall maintain ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming.

(b) Programmer hereby certifies that the arrangement with Licensee as set forth herein and as contemplated in all aspects of operation is and shall remain in compliance with Subparagraphs (a)(1) and (e)(1) of 47 CFR '73.3555 and 47 CFR '73.3556, concerning time brokerage agreements and duplicated programming.


7.11 Public Announcements. Except to the extent required by law, without the prior written consent of the other Parties, no Party will make, and each will direct its representatives not to make, any public comment, statement or communication with respect to, or otherwise to publicly disclose or permit the disclosure of the existence of this Agreement, any of the terms or conditions of this Agreement, or the transactions contemplated by this Agreement. If a Party is required by law to make any such disclosure, it must first provide the other Party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

7.12 Attorneys' Fees. In the event that a law suit is commenced in which it is alleged that any party to this Agreement has breached any of the terms hereof, any prevailing Party, as determined by the court, shall be entitled to reimbursement from the other Party(ies) of its reasonable costs and expenses incurred in such law suit, including reasonable attorneys' fees.

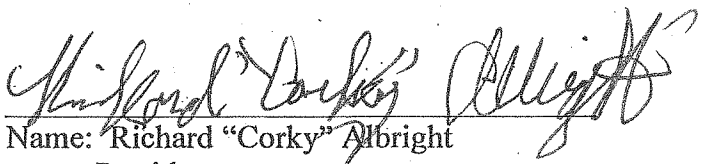
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first set forth above.

PROGRAMMER:
CONSOLIDATED MEDIA, LLC.

By: 
Mike Parchman
Managing Manager

LICENSEE:
SYCAMORE VALLEY BROADCASTING, INC.

By: 
Name: Richard "Corky" Albright
President

SCHEDULE A

FEE

Programmer shall pay to Licensee each month during the Term, reimbursement to Licensee for all expenses of the Stations incurred during the term of this Agreement. Licensee will bill Programmer for all such expenses incurred by Licensee, and Programmer will pay such bill within ten (10) days after receipt thereof unless otherwise agreed upon.

ATTACHMENT I

BROADCAST STATIONS PROGRAMMING POLICY STATEMENT

The following sets forth the policies generally applicable to the presentation of programming and advertising over the Stations. All programming and advertising broadcast by each Stations must conform to these policies and to all federal, state and local laws including, without limitation, the provisions of the Communications Act of 1934, as amended (the "*Act*"), and the Rules and Regulations of the Federal Communications Commission ("*FCC*"), as adopted and amended from time to time.

Stations Identification

The Stations must broadcast a Stations identification announcement once an hour as close to the hour as feasible in a natural break in the programming. The announcement must include (1) the Stations' call letters, followed immediately by (2) the Stations' city of license.

Broadcast of Telephone Conversations

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party's consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the Stations to broadcast telephone calls.

Sponsorship Identification

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Stations at the time of broadcast shall announce (1) that the matter is sponsored, either whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Stations in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes duration or less, the required announcement need only be made either at its beginning or end.

Prior to any sponsored broadcast involving political matters or controversial issues, the Stations shall obtain a list of the chief executive officers, members of the executive committee or board of directors of the sponsoring organization and shall place this list in the Stations' public inspection file.

Payola/Plugola

The Stations, its personnel, or its programmers shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Stations so that all required Stations identification announcements can be made. All persons responsible for Stations programming must, from time to time, execute such documents as may be required by Stations management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

Rebroadcasts

The Stations shall not rebroadcast the signal of any other broadcast Stations without first obtaining such Stations' prior written consent to such rebroadcast.

Fairness

The Stations shall seek to afford coverage to contrasting viewpoints concerning controversial issues of public importance.

Personal Attacks

The Stations shall not air attacks upon the honesty, character, integrity or like personal qualities of any identified person or group. If such an attack should nonetheless occur during the presentation of views on a controversial issue of public importance, those responsible for programming shall submit a tape or transcript of the broadcast to Stations management and to the person attacked within 48 hours, and shall offer the person attacked a reasonable opportunity to respond.

Political Editorials

Unless specifically authorized by Stations management, the Stations shall not air any editorial that either endorses or opposes a legally qualified candidate for public office.

Political Broadcasting

All "uses" of the Stations by legally qualified candidates for elective office shall be in accordance with the Act and the FCC's Rules and policies, including without limitation, equal opportunities requirements, reasonable access requirements, lowest unit charge requirements and similar rules and regulations.

Obscenity and Indecency

The Stations shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political or scientific value.

The Stations shall not broadcast any indecent, profane or offensive material as determined by the FCC from time to time. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs. All personnel are responsible for keeping current on FCC policies and rulings defining acceptable programming and for keeping programming on the Stations within the acceptable parameters of these policies and rulings.

Billing

No entity which sells advertising for airing on the Stations shall knowingly issue any bill, invoice or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Stations shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

Contests

Any contests conducted on the Stations shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading or deceptive with respect to any material term.

Hoaxes

The Stations shall not knowingly broadcast false information concerning a crime or catastrophe.

Emergency Information

Any emergency information which is broadcast by the Stations shall be transmitted both aurally and visually or only visually.

Advertising

Stations shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions.

Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims.

False or unwarranted claims for any product or service.

Unfair Limitation.

Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement.

Any unfair disparagement of competitors or competitive goods.

Profanity.

Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Stations management.

Violence.

Any programs which are excessively violent.

Unauthenticated Testimonials.

Any testimonials which cannot be authenticated.